

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

TELE-CONS, INC. and MICHAEL MOISIN,

Plaintiffs,

v.

HARMONY LIGHTING, INC., LIGHTS OF
AMERICA, INC., FEIT ELECTRIC
COMPANY, INC., TECHNICAL
CONSUMER PRODUCTS, INC., SK
AMERICA, INC. d/b/a MAXLITE,
WESTINGHOUSE LIGHTING
CORPORATION, GREENLITE LIGHTING
CORP., HELIX LIGHTING CORP.,
BULBRITE INDUSTRIES, INC., AURIO
LIGHTING, INC., AMERICAN TOP
LIGHTING, INC., PHILIPS LIGHTING
COMPANY, and PHILIPS ELECTRONICS
NORTH AMERICA CORPORATION,

Defendants.

ANSWER OF HARMONY LIGHTING, INC.

The defendant, Harmony Lighting, Inc. ("Harmony"), responds to the allegations in the Amended Complaint as follows:

1. Paragraph 1 states a legal conclusion for which no response is necessary.
2. Paragraph 2 states a legal conclusion for which no response is necessary.
3. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3.

4. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 4.

5. Harmony admits that it is a Massachusetts corporation with a principal place of business at 35 Pond Park Road, Hingham, Massachusetts. The remaining allegations set forth in Paragraph 5 are denied.

6. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 6.

7. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7.

8. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8.

9. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9.

10. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10.

11. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11.

12. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12.

13. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13.

14. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 14.

15. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15.

16. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16.

17. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17.

18. Harmony repeats its responses to Paragraphs 1 through 17 as if set forth herein.

19. Paragraph 19 states a legal conclusion for which no response is necessary.

20. Harmony is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 20.

21. To the extent Paragraph 21 refers to Harmony, that paragraph is denied. To the extent Paragraph 21 refers to the remaining defendants, Harmony is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 21.

22. To the extent Paragraph 22 refers to Harmony, that paragraph is denied. To the extent Paragraph 22 refers to the remaining defendants, Harmony is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 22.

23. To the extent Paragraph 23 refers to Harmony, that paragraph is denied. To the extent Paragraph 23 refers to the remaining defendants, Harmony

is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 23.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

U.S. Patent No. 5,821,699 is invalid and unenforceable under 35 U.S.C. §102(a), (b), and/or (g).

SECOND AFFIRMATIVE DEFENSE

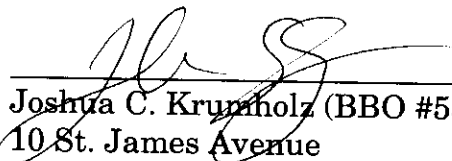
U.S. Patent No. 5,831,699 is invalid under 35 U.S.C. §103 because the subject matter of its claims was obvious to one skilled in the art at the time that the claimed inventions were allegedly made.

THIRD AFFIRMATIVE DEFENSE

U.S. Patent No. 5,831,699 is invalid for not complying with 35 U.S.C. § 112, because the specification for this patent does not contain full, clear, and exact written descriptions of all of the elements of the claimed invention, and because the purported invention is not claimed with definiteness.

By its attorneys,

HOLLAND & KNIGHT LLP


Joshua C. Krumholz (BBO #552573)
10 St. James Avenue
Boston, MA 02116
(617) 523-2700

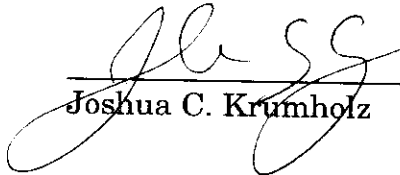
Dated: October 24, 2003

CERTIFICATE OF SERVICE

I, Joshua C. Krumholz, hereby certify that on this 24th day of October 2003, I served a copy of the foregoing ***Answer of Harmony Lighting, Inc.***, by first class mail to the following attorneys of record:

Eugene A. Feher, Esq.
Mintz, Levin, Cohen, Ferris,
Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

Lee C. Bromberg
Bromberg & Sunstein LLP
125 Summer Street, 11th Floor
Boston, MA 02110



Joshua C. Krumholz